



P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 10.1.3
North West Community Council
September 21, 2015

TO: Chair and Members of North West Community Council

Original Signed

SUBMITTED BY:

Bob Bjerke, Chief Planner & Director, Planning and Development

DATE: September 9, 2015

SUBJECT: **Case 19060: Amendments to the Sackville Drive SPS and LUB and a development agreement - 8 Walker Avenue and 732 Old Sackville Road, Lower Sackville**

SUPPLEMENTARY REPORT

ORIGIN

- Application by Tri Arm Holdings Ltd.
- April 15, 2014 Regional Council initiation of the MPS and LUB amendment process
- July 21, 2015 Regional Council approval of amendments to the Sackville Drive Secondary Planning Strategy (SPS) and Sackville Drive Land Use By-law (LUB) allow a mixed use project with 124 apartment units and 10,000 square feet of commercial space in two buildings on lands located at the corner of Walker Avenue and Old Sackville Road, Sackville by development agreement.
- Provincial ministerial approval of amendments to the Sackville Drive SPS and Sackville Drive LUB and Notice of Approval advertisement on September 12, 2015.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development

RECOMMENDATION

It is recommended that North West Community Council:

1. Approve the proposed development agreement, presented as Attachment A to this report, and;
2. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND / DISCUSSION

On July 21, 2015, Halifax Regional Council and North West Community Council held a joint public hearing to consider:

1. proposed amendments to the Secondary Planning Strategy (SPS) and the Land Use By-law for Sackville Drive to allow for the consideration of a mixed use development (residential and commercial) at the corner of Walker Avenue and Old Sackville Road by development agreement; and
2. A proposed development agreement to allow for the development of 124 residential units and 10,000 square feet of commercial space in two buildings on lands located at the corner of Walker Avenue and Old Sackville Road.

Subsequent to the public hearing, Regional Council gave its approval to the proposed MPS and LUB amendments. While the proposed development agreement was part of the public hearing process, it could not be approved by North West Community Council until the MPS and LUB amendments took effect.

The amendments to the MPS and LUB have since been reviewed by the Provincial Director of Planning as per Section 223 of the *Halifax Regional Municipality Charter*. With the publishing of the Notice of Approval advertisement in the Chronicle Herald, these amendments will come into effect on September 12, 2015. Accordingly, it is now appropriate for North West Community Council to consider the proposed development agreement, as contained in Attachment A of this report.

FINANCIAL IMPLICATIONS

There are no financial implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved 2015/16 budget with existing resources.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a Public Information Meeting (PIM) held on May 29, 2014. Further, a Public Hearing was held on July 21, 2015.

Notices of the PIM and Public Hearing were posted on the HRM website, in the newspaper and mailed to property owners within the notification area shown on Map 3 of the April 23, 2015 staff report.

ENVIRONMENTAL IMPLICATIONS

The proposed development agreement is consistent with applicable environmental policies of the MPS.

ALTERNATIVES

1. North West Community Council may choose to propose modifications to the proposed development agreement. Such modifications may require further negotiations with the Developer, and may require a supplementary report and/or an additional public hearing. A decision of

Council to approve the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

2. North West Community Council may choose to refuse the proposed development agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Attachment A: Proposed Development Agreement

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902 490-4210, or Fax 902 490-4208.

Report Prepared by: Darrell Joudrey, Planner 1, Development Approvals, 902 490-4181

Original Signed

Report Approved by:

Kelly Denty, Manager of Development Approvals, 902 490-4800

Attachment A: Proposed Development Agreement

THIS AGREEMENT made this day of **[Insert Month]**, 2015,

BETWEEN:

[INSERT DEVELOPER NAME]

a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

a municipal body corporate, in the Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at Walker Avenue and Old Sackville Road, Sackville, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a residential/commercial mixed use building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy DB-2(a) of the Sackville Drive Secondary Planning Strategy;

AND WHEREAS the North West Community Council for the Municipality, approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 19060;

THEREFORE, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

1.2 Applicability of Land Use By-law and Subdivision By-law

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Sackville Drive and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial or Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and

regulations, as may be amended from time to time, in connection with the development and use of the Lands.

- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

1.6 Provisions Severable

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Regional Subdivision By-law, if not defined in these documents their customary meaning shall apply.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms to the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19060:

Schedule A	Legal Description of the Land(s)
Schedule B	Site Plan

Schedule C	Landscape Plan
Schedule D	Building Elevation A
Schedule E	Building Elevation B
Schedule F	Building Elevation C
Schedule G	Building Elevation D
Schedule H	Building Elevations E1 and E2
Schedule I	Building Elevations F1 and F2

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of any Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) A Landscaping Plan in accordance with Section 3.8 of this Agreement;
- (b) A Lighting Plan in accordance with Section 3.7 of this Agreement;
- (c) Approval of Lot Consolidation of PIDs 41077785 and 41077793. This Plan of Survey shall comply with Section 3.5 of this Agreement: and
- (d) A Site Grading Plan prepared by a Professional Engineer and acceptable to the Development Engineer in Accordance with Section 5.1 of this Agreement.

3.2.2 At the time of issuance of any Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the lighting requirements set out in Section 3.7 of this Agreement; and
- (b) Written confirmation from a Landscape Architect (a full member of the Canadian Society of Landscape Architects) that the Development Officer may accept as sufficient record of compliance with the landscaping requirements set out in Section 3.8 of this Agreement. The Development Officer may request further information in the Landscape Plan if it is found not satisfactory.

3.2.3 The Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By law (except to the extent that the provisions of the Land Use By law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

3.3.1 The use(s) of the Lands permitted by this Agreement are as generally illustrated on the Schedules, being the following:

- (a) A mixed-use building, shown as Building A on Schedules B and C, with a maximum of 68 dwelling units, not exceeding a height of 4 storeys and having 5000 square feet of ground floor commercial retail and service and personal service use;
- (b) A mixed-use building, shown as Building B on Schedules B and C, with a maximum of 56 dwelling units, not exceeding a height of 4 storeys and having 5000 square feet of ground floor commercial retail and service and personal service use; and
- (c) A basement level parking garage.

- 3.3.2 The Developer shall be permitted to vary the total number of units in the buildings by 10 percent.
- 3.3.3 Unless otherwise stated in this Agreement, development of the Lands shall conform to the applicable provisions of the Sackville Drive Land Use By-law as amended from time to time.

3.4 Siting and Architectural Requirements

- 3.4.1 The buildings shall be located and oriented as generally illustrated on Schedules B and C inclusive of this Agreement.
- 3.4.2 The Developer agrees that the design, form, and exterior materials of the buildings shall, in the opinion of the Development Officer, conform to the Buildings A and B Elevations included with this Agreement as Schedules D through I.
- 3.4.3 All façades facing onto Walker Avenue and Old Sackville Road shall be designed and detailed as primary façades. Further, detailed architectural treatment shall be continued around all sides of the buildings as identified on the Schedules.
- 3.4.4 Any exposed foundation in excess of two (2) feet in height and a minimum of ten (10) square feet in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer. Larger areas of exposed foundation shall be given design consideration in the Landscape Plan as per Section 3.8 of this Agreement.
- 3.4.5 All vents, down spouts, flashing, electrical conduits, metres, service connections and other functional elements shall be treated as integral parts of the building design. Where appropriate these elements shall match the colour of the adjacent surface, except where used expressly as an accent.
- 3.4.6 The buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Old Sackville Road, Walker Avenue, Halifax Transit property or adjacent residential properties. Furthermore, mechanical equipment or exhaust fans shall be surrounded by opaque screening as an integral part of the building design. This shall exclude individual residential mechanical systems.
- 3.4.7 Storefronts on the ground floor of Buildings A and B shall be visually unified through the use of complementary forms, materials and colours. Awnings and similar devices shall be permitted to provide shelter, shade and encourage pedestrian movement.
- 3.4.8 Refuse containers for five (5) stream waste sorting shall be located inside the buildings and shall be fully screened from adjacent streets by means of opaque fencing or masonry walls with view obstructing landscaping.

3.5 Subdivision of the Lands

- 3.5.1 Subdivision applications shall be submitted to the Development Officer in accordance with the Regional Subdivision By-law and subdivision approval shall be granted subject to and in accordance with the following conditions:
- (a) The lots shall meet the frontage and lot area requirements of the Regional Subdivision By-law;
 - (b) Subdivision shall be limited to two (2) lots; and
 - (c) Parkland dedication or cash-in-lieu shall be required.

3.5.2 The Municipality shall not issue a Development Permit for the Building unless the Developer has received design approval for installation of primary and secondary services as well as a Services Agreement with Halifax Water.

3.6 Parking, Circulation and Access

3.6.1 Surface parking areas shall be sited as generally shown on the Schedules. All parking required for the multiple-unit building shall be provided underground and within the internal courtyard.

3.6.2 The underground parking area shall provide a minimum of 110 underground spaces.

3.6.3 The surface parking area within the internal courtyard shall provide a minimum of 90 spaces. Surface parking areas shall be hard surfaced with asphalt, concrete, pavers or an acceptable equivalent and shall be surrounded by concrete curbing.

3.7 Outdoor Lighting

3.7.1 Lighting shall be directed to driveways, parking areas, trails, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from public streets, adjacent lots and buildings.

3.7.2 Further to Subsection 3.7.1, prior to the issuance of a Development Permit, a qualified professional shall prepare a Lighting Plan and submit it to the Development Officer for review to determine compliance with this Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:

- (a) The location, on the building and on the premises, of each lighting device; and
- (b) A description of the type of proposed illuminating devices, fixtures, lamps, supports, and other devices.

3.7.3 The information used to satisfy the requirements of this section may be included on the site plan or building elevations provided that the Development Officer is satisfied of compliance with this Agreement.

3.8 Landscaping

3.8.1 Prior to the issuance of any Development Permit, the Developer agrees to provide a Landscaping Plan which complies with the provisions of this section and the Urban Forest Master Plan and generally conforms with the overall intentions of the preliminary landscape features shown on Schedule C. The Landscaping Plan shall be prepared by a Landscape Architect (a full member of the Canadian Society of Landscape Architects) and comply with all provisions of this section.

3.8.2 Buildings shall not be occupied until the Developer submits to the Development Officer a letter, prepared by a member of the Canadian Society of Landscape Architects, certifying that all landscape design has been completed in accordance with this Agreement.

3.8.3 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications in the opinion of the Landscape Architect that prepares the Plan required pursuant to subsection 3.8.1..

3.8.4 All portions of the Lands not used for structures, parking areas, driveways, curbing, or walkways shall be landscaped except for areas where natural vegetative cover is maintained. Landscaping shall be deemed to include grass, mulch, decorative stone or water features, planting beds, trees,

bushes, shrubs or other plant material or decorative element deemed acceptable by the Development Officer.

- 3.8.5 The Landscape Plan shall include the location, spacing and species of any vegetation. The Developer shall maintain all landscaping, shrubs, plants, flower beds and trees and shall replace any damaged, dead or removed stock.
- 3.8.6 Specifications for all constructed landscaping elements such as fencing, retaining walls, pergolas, five (5) stream waste disposal facilities, benches, and lighting shall be provided to the Development Officer, and shall describe their design, construction, specifications, hard surface areas, materials and placement.
- 3.8.7 The Landscape Plan shall provide details of all ground level open spaces, sidewalks, medians and courtyards as shown on the attached Schedules. The Plan shall specify all model numbers, quantities and manufacturers of site furnishings as well as construction details of landscaping features.
- 3.8.8 Retaining walls shall be permitted on private property only, unless otherwise approved by the Development Engineer, and any retaining wall shall be constructed of a decorative precast concrete or modular stone retaining wall system or an acceptable equivalent in the opinion of the Development Officer.
- 3.8.9 Details of any retaining wall systems that exceed a height of three (3) feet shall be identified, including the height and type of any fencing proposed in conjunction with it. A construction detail of any wall and fence combination shall be provided and certified by a Professional Engineer.
- 3.8.10 The Landscape Plan shall provide a detailed specific design to mitigate the visual impact of the underground parking entrance accessed at Walker Avenue. Any design response shall not interfere with stopping sight distances.
- 3.8.11 Planting materials shall be carefully selected for their ability to survive in their specific location relative to such factors including, but not limited to, sunlight/shade conditions, or rooftop and sea exposure conditions.
- 3.8.12 Private Landscaped Area:
 - (a) The Developer shall locate and construct a private landscaped area within the internal courtyard as generally illustrated on Schedules B and C;
 - (b) The landscaping and design for the private landscaped area shall conform to the requirements of Section 3.8 of this Agreement and shall be included on the Site Grading Plan required pursuant to section 5.1.; and
 - (c) The design of the private landscaped area shall provide a safe physical connection to the Entry Plaza identified on Schedules B and C as well as a strong visual connection. The private landscaped area shall not measure less than 80 feet at any side to side dimension.
- 3.8.13 Notwithstanding section 3.8.2, where the weather and the time of year do not allow the completion of outstanding landscape works at the time of issuance of the Occupancy Permits for the Building the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion

of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.9 Maintenance

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, de-icing of walkways and driveways.

3.10 Signs

3.10.1 Signage shall conform to the following requirements:

- (a) No flashing lights shall be incorporated in any sign and any lighting shall be arranged so as not to be directed at neighbouring properties;
 - (b) Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the Lands;
 - (c) Minor directional ground and fascia signs as may be required for vehicular/pedestrian traffic and "way-finding" purposes are permitted on the Lands;
 - (d) A maximum of three (3) permanent ground signs shall be permitted on the Lands to denote the development name. The location of such sign shall require the approval of the Development Officer in consultation with the Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 6 (six) feet and the face area of any sign shall not exceed 50 square feet. All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low-wattage shielded external fixtures.
- (d) Commercial signage for the businesses located on the Lands shall comply with the commercial sign provisions of the Sackville Drive Land Use By-law.

3.10.2 Temporary signs under the Temporary Sign By-law are not permitted.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

4.2 Off-Site Disturbance

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

4.3 Other Approvals

The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including sanitary sewer system, water supply system, stormwater, sewer and drainage systems, streets, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM and other approval agencies, except as provided herein. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All construction shall be in accordance with Municipal Specifications and By-laws.

4.4 Municipal Water Distribution, Sanitary Sewer and Storm Sewer Systems

The Municipal water distribution, sanitary sewer and storm sewer systems shall conform with Halifax Water's latest edition of their Design and Construction Specifications unless otherwise deemed acceptable by Halifax Water and the Municipality.

4.5 Solid Waste Facilities

- 4.5.1 Refuse containers and waste compactors shall be screened from public view by means of opaque fencing or masonry walls with view obstructing landscaping.

4.6 Private Infrastructure

All private services and infrastructure located on the Lands, including but not limited to the private circulation driveway(s), laterals for water and sewer, and any private stormwater pipes or collection systems, shall be owned, operated and maintained by the Developer. Furthermore, the Municipality shall not assume ownership of any of the private infrastructure or service systems constructed on the Lands.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Site Grading Plan and Stormwater Management

No Development Permit shall be issued unless a Site Grading Plan, prepared by a qualified Professional Engineer in accordance with the Municipal Design Guidelines, is submitted to the Municipality. The plan(s) shall identify stormwater management measures to minimize any adverse impacts on adjacent lands or stormwater drainage systems during and after construction.

5.2 Erosion and Sedimentation Control Plan

Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

5.3 Erosion Control

No building shall be occupied unless a Professional Engineer certifies that the entire lot is stabilized in accordance with all applicable standards and regulations of the Province of Nova Scotia and with the terms of this Agreement. Any temporary stabilization of the Lands shall be replaced with final landscaping within six (6) months of the issuance of the Occupancy Permit. If final landscaping cannot be completed due to seasonal conditions then the owner of the Lands shall be responsible for ensuring that any temporary stabilization materials are replaced and/or maintained on an as-required basis to ensure that exposed soil is adequately stabilized at all times.

5.4 Stormwater Management System

The Developer agrees to construct, at its own expense, the Stormwater Management System associated with the proposed development. The Developer shall provide certification from a Professional Engineer that the system has been constructed in accordance with the approved design. All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

5.5 Failure to Conform to Plans

If the Developer fails at any time during any site work or construction to fully conform to the requirements set out under Part 5 of this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Officer, in consultation with the Development Engineer, to ensure compliance with the environmental protection plans.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

The following items are considered by both parties to be non-substantive and may be amended by resolution of Council:

- (a) Changes to the location and layout of uses and buildings as illustrated on Schedule B;
- (b) Changes to the groundfloor commercial square footage for Buildings A and B to allow up to 100 percent residential dwelling units;
- (c) Changes to the architectural design of the building which, in the opinion of the Development Officer, do not conform with the Schedules D to I;
- (d) Changes to the location of the access to the proposed basement level underground parking as illustrated on Schedules B, C and I;
- (e) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (f) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all costs in recording such documents.

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.

7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development and Extension of Commencement Date

7.3.1 In the event that construction has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed basement level underground parking for one of the mixed use buildings.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least 60 calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development and Discharge of Agreement

7.4.1 If the Developer fails to complete the development after eight (8) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

7.4.2 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Secondary Planning Strategy and Land Use By-law for Sackville Drive, as may be amended from time to time.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

SIGNED, DELIVERED AND ATTESTED to by the proper signing officers of Halifax Regional Municipality, duly authorized in that behalf, in the presence of:

Witness

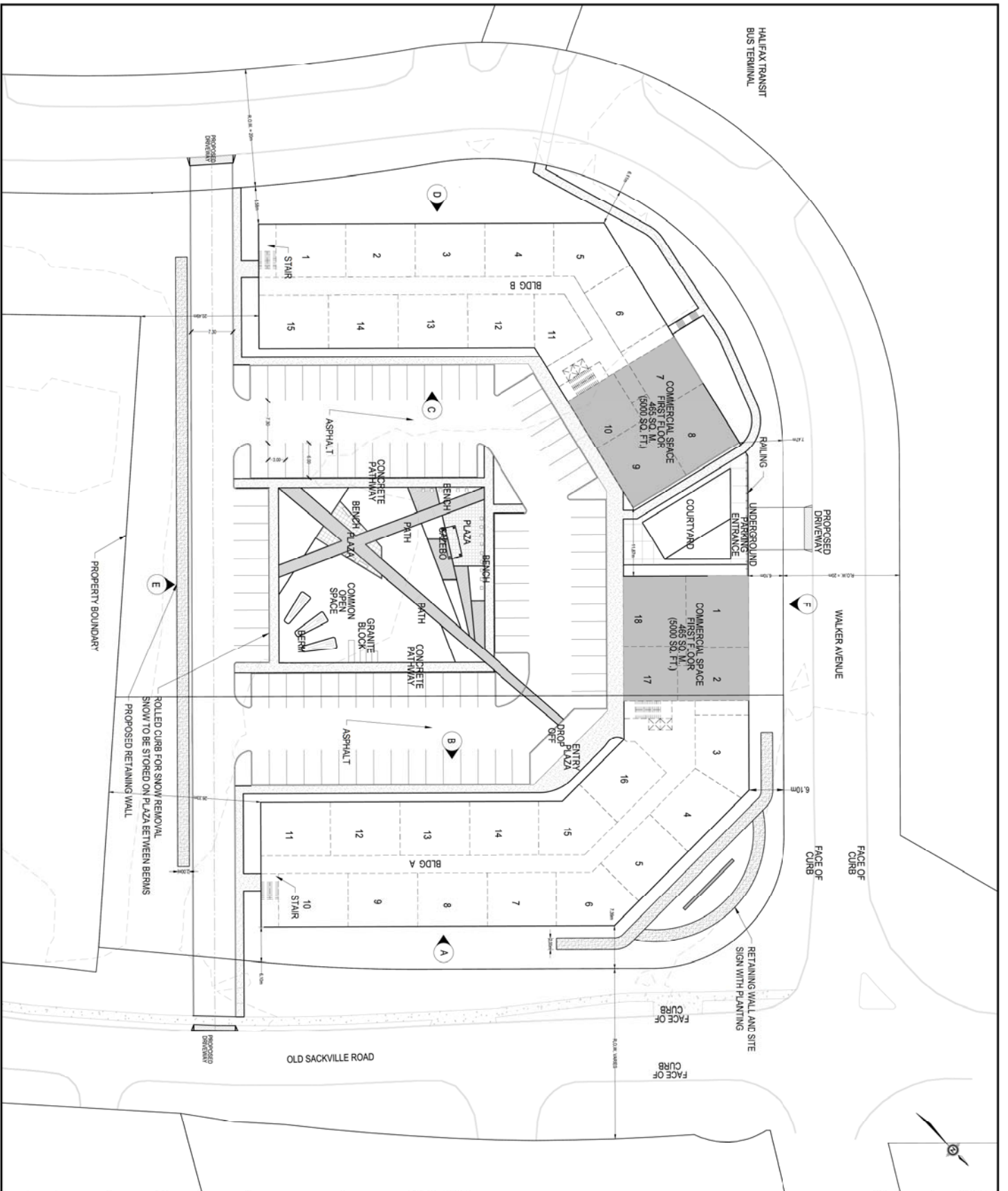
Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK



◐ Elevation

NO.	REVISION	DATE
1	ISSUED FOR PERMIT COMMENTS	
2	REVISED TO REFLECT PERMIT COMMENTS	
3	REVISED TO REFLECT PERMIT COMMENTS	
4	REVISED TO REFLECT PERMIT COMMENTS	
5	REVISED TO REFLECT PERMIT COMMENTS	
6	REVISED TO REFLECT PERMIT COMMENTS	
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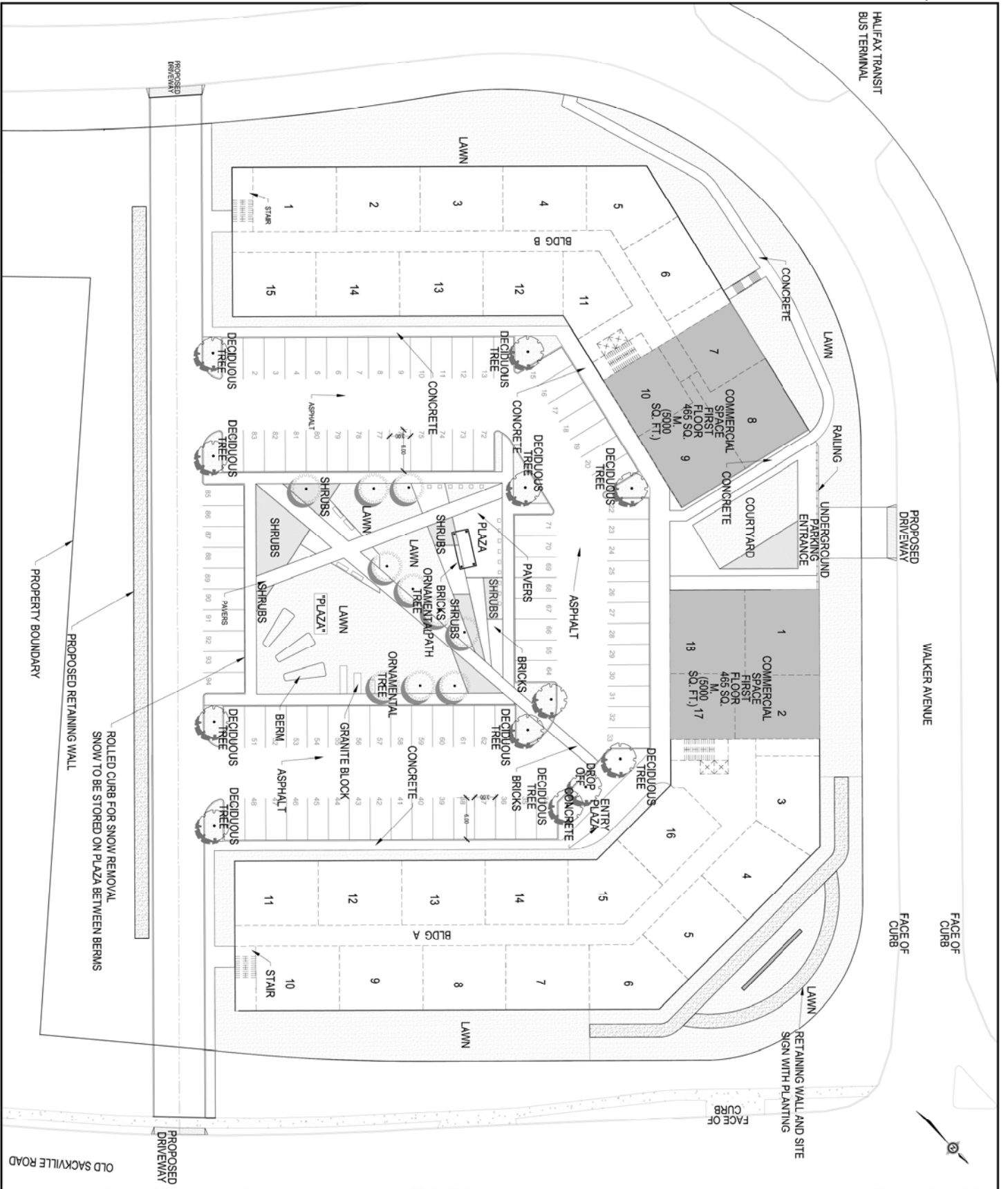
WM FARES
GROUP

Armo
CAPITAL

PROJECT:
8 WALKER AVENUE
MOUNTAIN VIEW, ONTARIO
SITE PLAN

DATE:	1/3/20	SCALE:	1:300
PROJECT NO.:	20190203	SHEET NO.:	1
DATE:	12/19	TOTAL SHEETS:	3

Schedule C - Landscape Plan



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT REVIEW	
2	REVISION	

WM FARES
GROUP

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CAPITAL

8 WALKER AVENUE
NOVA SCOTIA
PROPOSED DEVELOPMENT
LANDSCAPE PLAN

DATE	DATE	DATE
13/00	2016/02/03	2017/12/19
SCALE	SCALE	SCALE
1:100	1:100	1:100
SHEET	SHEET	SHEET
2	2	2

1\HOME\3\active projects\Wm Fares\Wm Fares\Walker Avenue\Production\Working Drawings\Building A-B Elevations.dwg, 2014-12-08 5:08:57 PM, DWG to PDF.pc3
 October 8, 2014

ELEVATION A



NO.	REVISION	DATE
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3	ISSUED FOR PERMIT COMMENTS	2014.12.08
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Wm Fares GROUP
 PROJECT: 8 WALKER AVENUE
 ADDRESS: 8 WALKER AVENUE, NEW YORK, NY 10003
 SHEET: ELEVATION A

Armco CAPITAL

DATE: 11/20/05
 DRAWN: [Name]
 CHECKED: [Name]
 PROJECT NO: 13-171



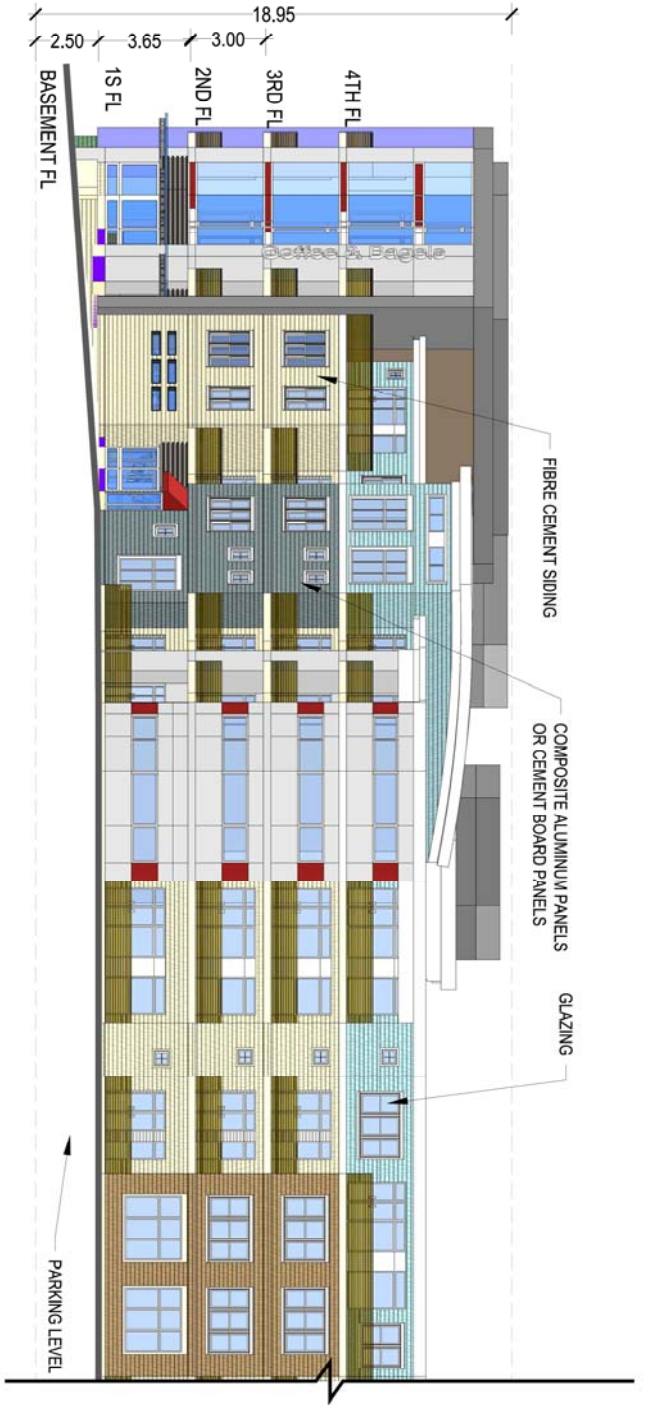
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10	REVISED TO REFLECT COMMENTS	2014/12/08	MM	MM

WM FARES
GROUP

Armco
CAPITAL

PROJECT:
8 WALKER AVENUE
MONTREAL
NEW BRUNSWICK
ELEVATION C

SCALE:	DATE:	SHEET:
1:100	2014/12/08	3C
PROJECT:	DATE:	NO. OF SHEETS:
8 WALKER AVENUE	2014/12/08	13/19
PROJECT:	DATE:	SHEET:
ELEVATION C	2014/12/08	3



ELEVATION D



12/08/14 11:00 AM 3D 3
 DATE: 2014/12/08 FILE: \\HOME\active\projects\WMM Fares\WMMF Walker Avenue\Production\Working Drawings\Building A-B Elevations.dwg, 2014-12-08 5:10:16 PM, DWG TO PDF.PCS

<p>PROJECT 8 WALKER AVENUE MOUNTAIN VIEW, CO ELEVATION D</p>	<p>DATE: 2014/12/08 TIME: 11:00 AM USER: 3D 3</p>	<p>WMM FARES GROUP</p>	<p>Armo CAPITAL</p>	<p>KEY PLAN</p>
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NO.	REVISION	DATE	BY	CHKD.
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10	REVISED TO REFLECT COMMENTS			

WM FARES
GROUP

Armco
CAPITAL

PROJECT:
8 WALKER AVENUE
MOUNTAIN VIEW
NEW YORK, NY
STREET REVISION
ELEVATION

DATE:	11/00	SHEET:	3E
SCALE:	AS SHOWN	PROJECT NO.:	13-178
DESIGNER:	WM FARES GROUP	DATE:	11/19



NO.	REVISION	DATE	BY	CHKD.
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WM FARES
GROUP

Armco
CAPITAL

PROJECT:
8 WALKER AVENUE
MOUNTAIN VIEW
NEW YORK, NY
STREET REVISION
ELEVATION

DATE:	11/00	SHEET:	3E
SCALE:	AS SHOWN	PROJECT NO.:	13-178
DESIGNER:	WM FARES GROUP	DATE:	11/19

